# **Electronically Recorded**

Official Public Records

Tarrant County Texas

2009 Jan 27 10:59 AM

D209021680 Fee: \$ 36.00

Submitter: SIMPLIFILE 6 Pages

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY

REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid-Up With 640 Acres Pooling Provision

## PAID-UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made this 21st day of January, 2009, by and between CHESAPEAKE ROYALTY, L.L.C., an Oklahoma limited liability company whose address is 6100 N. Western Ave., Oklahoma City, OK 73118, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18495, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

SEE ATTACHED EXHIBIT "A"

in the County of <u>TARRANT</u>. State of <u>TEXAS</u>, containing a total of <u>19.97</u> gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oit and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

- 2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of THREE (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.
- 3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be 25% of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be 25% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells are shut-in or production therefrom is not being sold by Lessee, such payment to be made to Lessor or Lessee liable for the amount due, but shall not operate to terminate this lease.
- 4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor's credit in <u>at Lessor's address above</u> or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.
- 5. Except as provided for in Paragraph 3, above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other production. The lease is the operations are prospected with operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.
- 6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%, provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet per barrel and "gas well" reason as well with an initial gas-oil ratio of 100,000 cubic feet per barrel, based on 24-hour production "neans a well in which the horizontal component of the gross complet
- 7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in
- 8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or

persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

- 9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royaltles shall be proportionately reduced in accordance with the net acreage interest retained hereunder.
- 10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the anciltary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.
- 11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.
- 12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.
- 13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.
- 14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.
- 15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levled or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.
  - 16. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)				
Chesapeake Royalty, L.L.C. An Oklahoma limited liability company	< Lab			
Henry J. Hood, Sr. Vice President - Land and Legal & General Counsel	-			
STATE OF OKLAHOMA COUNTY OF OKLAHOMA This instrument was acknowledged before me on the General Sounse of Ohesabeaks Royalty: L. 1. (24) Oklaho	CORPORATE ACKNOWN  Aday of JUMUM  Oma limited liability company,	16	). Hood, Sr. Vice Presidence of the control of the	dent – Land and Legal &
This instrument was acknowledged before me on the General Sounset of Othes apeaks Royalty-LLAC an Oklaho TARY  # 00013703  # 00012211  EXP. 09/2211  OF ON THE OF OR T	Notary Public, Notary's name Notary's comm	State of Oklahoma (printed): nission expires:	ulla	
STATE OF TEXAS				
County of				
This instrument was filed for record on the	day of	, 20, at	oʻclo	ckM., and duly recorded in
Book, Page, of the	_	lv		

Clerk (or Deputy)

#### EXHIBIT A

#### **DRILL SITE B - LEGAL DESCRIPTION**

Being A 4.95 acre tract of land situated in the James J. Goodman Survey, Abstract No.583, Tarrant County, Texas and being a portion of Block 318, Area 3, Section 7, Centreport Addition, an addition to the City of Fort Worth, as recorded in Cabinet A, Slide 6477, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a set ½ inch iron rod for corner, said point being the Southeast corner of said Block 318;

THENCE North 00 degrees 04 minutes 25 seconds East, along the East line of said Block 318, for a distance of 350.00 feet to a found ½ inch rod for corner, being the POINT OF BEGINNING, the Southeast corner of said 4.95 acre tract and being the Northeast corner of a 12.26 acre tract of land conveyed by deed to Centre Development Co., Inc. as recorded in Volume 10191, Page 677, Deed Records, Tarrant County, Texas;

THENCE North 89 degrees 48 minutes 26 seconds West, leaving said East line and following along the northerly line of said 12.26 acre tract, for a distance of 691.44 feet to a point for corner;

THENCE South 00 degrees 11 minutes 34 seconds West, continuing along said northerly line, for a distance of 50.00 feet to a point for corner;

THENCE North 89 degrees 48 minutes 26 seconds West, continuing along said northerly line, for a distance of 75.35 feet to a point for corner, being in the West line of said Block 318;

THENCE North 40 degrees 42 minutes 47 seconds West, along said West line, for a distance of 300.58 feet to a found ½ inch iron rod for corner, said point being in the easterly right-of-way line of Diplomacy Road (a 60 foot R.O.W.) and being the beginning of a curve to the left having a radius of 1465.00 feet, a central angle of 1 degree 32 minutes 21 seconds and a long chord which bears North 20 degrees 58 minutes 45 seconds East, 39.35 feet;

THENCE northeasterly, along said easterly right-of-way line and said curve to the left, an arc distance of 39.35 feet to a found chiseled "x" in concrete for corner;

THENCE South 69 degrees 46 minutes 26 seconds East, leaving said easterly right-of-way line, for a distance of 114.06 feet to a found ½ inch iron rod for corner;

THENCE North 89 degrees 43 minutes 22 seconds East, for a distance of 292.35 feet to a set ½ inch iron rod for corner;

THENCE North 89 degrees 44 minutes 07 seconds East, for a distance of 162.46 feet to a set ½ inch iron rod for corner;

THENCE North 44 degrees 39 minutes 10 seconds East, for a distance of 359.70 feet to a set ½ inch iron rod for corner;

THENCE South 29 degrees 05 minutes 34 seconds East, for a distance of 220.24 feet to a set ½ inch iron rod for corner;

THENCE South 89 degrees 55 minutes 35 seconds East, for a distance of 27.52 feet to a set ½ inch iron rod for corner, being in said East line of Block 318;

THENCE South 00 degrees 04 minutes 25 seconds West, along said East line, for a distance of 243.28 feet to the POINT OF BEGINNING and CONTAINING 215,837 square feet or 4.95 acres of land, more or less.

#### **DRILL SITE C - LEGAL DESCRIPTION**

All that certain 5.004 acres of land, out of the 20.13 acre tract described in the deed to the City of Fort Worth, recorded in Volume 3439, Page 292, in the Deed Records of Tarrant County, Texas in the L.D. Burnett Survey, A-177, in the City of Fort Worth, Tarrant County, Texas, and being more particularly described by metes and bounds as follows (all bearings shown hereon based on the Texas State Piane Coordinate System, North Central Zone):

BEGINNING at a ½ inch iron rod with a cap stamped "PATE" found for the northwest cormer of the herein described tract, common to the northeast corner of the 45.159 acre tract described in the deed to Frapag/Seefried VI, L.L.P., recorded in Volume 20000242, Page 5305, in the Deed Records of Tarrant County, Texas, in the south line of the tract of land described in the deed to the City of Fort Worth, and the City of Dallas, recorded in Volume 7726, Page 1848, in the Deed Records of Tarrant County, Texas;

THENCE South 89 degrees 23 minutes 49 seconds East – 630.41 feet along the north line of the herein described tract, common to the south line of said City of Fort Worth and City of Dallas tract to a 5/8 inch iron rod with a cap stamped "PATE" set for the northeast corner of the herein described tract;

THENCE South 01 degrees 02 minutes 46 seconds East – 345.78 feet along the east line of the herein described tract to a 5/8 inch iron rod with a cap stamped "PATE" set for the southeast corner of the herein described tract;

THENCE North 89 degrees 23 minutes 49 seconds West – 630.93 feet along the south line of the herein described tract to the southwest corner of the herein described tract, form which a ½ inch iron rod with a cap stamped "PATE" found for the southeast corner of the aforesaid 45.159 acre tract bears South 00 degrees 57 minutes 31 seconds East – 232.83 feet;

THENCE North 00 degrees 57 minutes 36 seconds West – 345.77 feet along the west line of the herein described tract, common to the east line of the said 45.159 acre tract to the POINT OF BEGINNING of the herein described tract and containing 5.004 acres of land.

### **DRILL SITE A1 – LEGAL DESCRIPTION**

All that certain 5.011 acres of land, out of the tract of land described to the city of Fort Worth recorded in Volume 2037, Page 567, and Volume 2008, Page 243, in the Deed Records of Tarrant County, Texas in the Vincent J. Hutton Survey, A-681, City of Fort Worth, Tarrant County, Texas, and more particularly described by metes and bounds as follows (all bearings shown hereon based on the State of Texas State Highway Department, for the Right of Way project for State Highway 360, State Project No. R.W. 8002-1-24, approved April 10, 1981):

COMMENCING at a 5/8 inch iron rod found at the west corner of the southwest right-of-way cut back at the intersection of the south right-of-way line of State Highway 183 (right-of-way varies) and the west right-of-way line of Amon Carter Boulevard (150 foot right-of-way) from which a 5/8 inch iron rod found bears South 38 degrees 21 minutes 00 seconds East – 144.22 feet; THENCE South 75 degrees 17 minutes 52 seconds West – 1,721.55 feet to the POINT OF BEGINNING of the herein described tract;

THENCE South 15 degrees 28 minutes 57 seconds East – 489.00 feet along the east line of the herein described tract to the southeast corner of the herein described tract, from which a ½ inch iron rod found for the northwest corner of Lot 5 – Block 104B, Area 1, Section 3, Centreport, an addition to the City of Fort Worth, recorded in Volume 388-207, Page 59, in the Plat Records of Tarrant County, Texas, in the south right-of-way of Sovereign Road (a 94 foot right-of-way) bears South 26 degrees 27 minutes 07 seconds East – 2,111.51 feet, which is a Point of Curvature of a curve to the left, having a delta angle of 14 degrees 37 minutes 09 seconds, a radius of 1,505.00 feet, and a chord bearing and distance of South 67 degrees 12 minutes 29 seconds West – 382.96 feet:

THENCE along said curve to the left, in a southwesterly direction, an arc length of 384.00 feet to the southwest corner of the herein described tract;

THENCE North 30 degrees 06 minutes 06 seconds West – 489.00 feet along the west line of the herein described tract to the northwest corner of the herein described tract, which is the Point of Curvature of a curve to the right, having a delta angle of 14 degrees 37 minutes 09 seconds, a radius of 1,994.00 feet, and a chord bearing and distance of North 67 degrees 12 minutes 29 seconds East – 507.39 feet;

THENCE along said curve to the right, in a southeasterly direction, an arc length of 508.77 feet to the POINT OF BEGINNING of the herein described tract and containing 5.011 acres of land.

## **DRILL SITE A2 - LEGAL DESCRIPTION**

All that certain 5.005 acres of land, out of the tract of land described to the City of Fort Worth, recorded in Volume 2037, Page 567, and Volume 2008, Page 243, in the Deed Records of Tarrant County, Texas, in the Vincent J. Hutton Survey, A-681, City of Fort Worth, Tarrant County, Texas, and more particularly described by metes and bounds as follows (all bearings shown hereon based on the State of Texas State Highway Department, for the Right of Way project for State Highway 360, State Project No. R.W. 8002-1-24, approved April 10, 1981):

COMMENCING at a 5/8 inch iron rod found at the west corner of the southwest right-of-way cut back at the intersection of the south right-of-way line of Amon Carter Boulevard (150 foot right-of-way) from which a 5/8 inch iron rod found bears South 38 degrees 21 minutes 00 seconds East — 144.22 feet; THENCE South 31 degrees 07 minutes 34 seconds West — 2,067.34 feet to the POINT OF BEGINNING of the herein described tract:

THENCE South 00 degrees 07 minutes 44 seconds East – 350.00 feet along the east line of the herein described tract to the southeast corner of the herein described tract from which a ½ inch iron rod found for the northwest corner of Lot 5 – Block 104B, Area 1, Section 3, Centreport, an addition to the City of Fort Worth, recorded in Volume 388-207, Page 59, in the Plat Records of Tarrant County, Texas, in the south right-of-way of Sovereign Road (a 94 foot right-of-way) bears South 34 degrees 54 minutes 35 seconds East – 827.90 feet;

THENCE South 89 degrees 52 minutes 16 seconds West – 622.61 feet to the southwest corner of the herein described tract, which is the Point of Curvature of a curve to the left, having a delta angle of 15 degrees 43 minutes 19 seconds, a radius of 1,281.00 feet, and a chord bearing and distance of North 02 degrees 52 minutes 25 seconds West – 350.40 feet;

THENCE along said curve to the left, in a northwesterly direction, an arc length of 351.50 feet to the northwest corner of the herein described tract;

THENCE North 89 degrees 52 minutes 16 seconds East – 639.39 feet along the north line of the herein described tract to the POINT OF BEGINNING and containing 5.005 acres of land.

**END OF EXHIBIT A**